

**Payment Coupon**

Do not staple or use paper clips

**Pay by Computer**

americanexpress.com/pbc

**Pay by Phone**

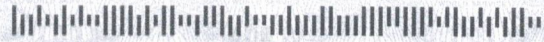
1-800-472-9297

Account Ending 9-21009Enter 15 digit account # on all payments.
Make check payable to American Express.

AB 01 020688 21354 H 84 A

YURI J COUTO
9302 N 28TH ST
TAMPA FL 33612-8711

Accepted for Deposit
Payable to Bearer

See reverse side for instructions
on how to update your address,
phone number, or email.AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031

Payment Due Date

08/23/23

New Balance

\$20,094.65

Minimum Payment Due

\$403.94

\$20,094.65
Amount Enclosed

Twenty thousand, ninety-four and 65/100 dollars.

0000349992580813224 002009465000040394 25 H

RESTRICTIVE INDORSEMENT

ACCEPTED

For Deposit

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.

By: M. J. Jacintho-Laut, Agent

For: YURIT 5 COUTO

Principia

Payable to Bearer

Without Recourse

Please do not add any written communication or address change on this stub

Please fold on the perforation below, detach and return with your payment.

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/pbc

Pay by Phone
1-844-273-1384

Loan Account Ending 0-41009

-- 01 000018 76598 E 1 A9US99

YURI J COUTO
9302 N 28TH ST
TAMPA FL 33612

*** Enter 15 digit Loan Account # on all payments.**
Make check payable to American Express.

Payment Due Date	09/09/23
Outstanding Loan Balance	\$25,913.66
Monthly Payment Due	\$3,266.10

Accepted for Deposit
Payable to Bearer. Twenty-five thousand, nine hundred thirteen and 66/100 dollars. \$ 25,913.66

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
PO BOX 96001
LOS ANGELES CA 90096-8000

Amount Enclosed

pay on demand.

0000349993105699037 002591366000326610 11 H

RESTRICTIVE
INDORSEMENT

00133549

By: Yuri - JACOUTO - Agent

For: YURI JACOUTO, Principal

Change of Address, phone number, email

Online at www.americanexpress.com/updatecontactinfo

For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay on
demand.

Payable to
Bearer.

Without recourse

Pay Your Invoice with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.

NON-NEGOTIABLE

Notice to Agent is Notice to Principal – Notice to Principal is Notice to Agent

Yuri-Jacintho: Couto Authorized Representative for
YURI J COUTO and all derivatives thereof

Without Prejudice
NON-DOMESTIC, Without the United States
c/o RFD 9302 N 28th St
Tampa, Florida Republic

11 August 2023

AMERICAN EXPRESS
Attn Remittance Department
PO Box 6031
Carol Stream, IL 60197-6031

Reference Account Number: [REDACTED] 21009

To whom it may concern,

Thank you very much for sending me the statement that contains the positive deposit of the securities I deposited into this account.

Please transfer the positive value of this bearer security to the principal to set-off the account and bring it down to zero. If I missed a step that will hold the security from being properly processed, please contact me via email at: yuric96@yahoo.ca.

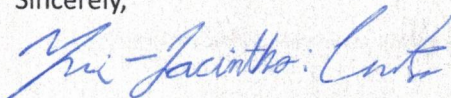
Note: The indorsed payment coupon that is included in this mailing **is the check** for payment. **Please contact a supervisor/trustee for clarification on how to process this security instrument if needed.**

I would like to say how pleased I am being a member with your bank. This is the best service I have ever received from any banking institution in the decades that I have been a consumer.

Now that I have learned how to properly perform my duties as the agent on behalf of the principal, if the account is closed/canceled, I would like to have the **account re-opened** and increase the credit line of this account to an **unlimited credit line**, or as close to it as I can possibly get.

Thank you very much.

Sincerely,



Yuri-Jacintho: Couto, agent, without recourse

Reference Credit Card Number: [REDACTED] 21009

Document Number: YJC921009-DISINST1

NON-NEGOTIABLE

Notice to Agent is Notice to Principal – Notice to Principal is Notice to Agent

Yuri-Jacintho: Couto Authorized Representative for
YURI J COUTO and all derivatives thereof

Without Prejudice
NON-DOMESTIC, Without the United States
c/o RFD 9302 N 28th St
Tampa, Florida Republic

12 September 2023

AMERICAN EXPRESS
Attn Remittance Processing
20500 Belshaw Ave
Carson, CA 90746

Reference Account Number [REDACTED] 41009

To whom it may concern,

Thank you very much for sending me the statement that contains the positive deposit of the securities I deposited into this account.

Please transfer the positive value of this bearer security to the principal to set-off the account and bring it down to zero. If I missed a step that will hold the security from being properly processed, please contact me via email at: yuric96@yahoo.ca.

Note: The indorsed payment coupon that is included in this mailing ***is the check*** for payment. **Please contact a supervisor/trustee for clarification on how to process this security instrument if needed.**

I would like to say how pleased I am being a member with your bank. This is the best service I have ever received from any banking institution in the decades that I have been a consumer.

Thank you very much.

Sincerely,



Yuri-Jacintho: Couto, agent, without recourse

Reference Loan Number [REDACTED] 41009

Document Number: YJC41009-DISINST1

American Express
PO Box 981532
El Paso, TX 79998



www.americanexpress.com

September 18, 2023

AB 01 031723 89434 H 82 C



Yuri J Couto

9302 N 28th Street

Tampa FL 33612-8711



Account Ending In: 21009

Dear Yuri J Couto,

You recently contacted us regarding a payment of \$20,094.65 for your above referenced account.

We recently received an American Express payment coupon which appears to have been modified to be used as a payment instrument.

We cannot honor a payment coupon as form of payment for the above referenced account. In order to submit a valid payment, it must be sent by one of the accepted forms of payment to us as stated in your Cardmember Agreement and/or the back of your statement regarding payment methods.

We have reviewed your account for any effect this has had on interest charges, delinquency, late payment fees, over limit fees, returned check fees, rebates or Membership Rewards points and have made adjustments, if necessary.

While we investigated this inquiry you were not responsible for paying the amount(s) under review. Since this concludes the Customer Service investigation, we have reapplied the amount(s) under review of \$20,094.65 to your account, which will reflect on an upcoming statement.

We value you as a Card Member and will continue to make every effort to provide you with the excellent service you expect and deserve.

Thank you for your Card Membership.

Sincerely,

American Express Customer Care

Dispute Reference Number: PFH9689



The issuer of this Card is American Express National Bank.

American Express
PO Box 981532
El Paso, TX 79998



www.americanexpress.com

August 22, 2023

AB 01 032458 53184 H 80 A



Yuri J Couto
9302 N 28th Street
Tampa FL 33612-8711



Account Ending In: 21009

Dear Yuri J Couto,

We have received your request for reinstatement of your account. We cannot reinstate, it requires that you reapply for one of our Card Products.

You may either call us at the number on the back of your Card / billing statement or you can apply online at americanexpress.com.

If the request is for an applicant under the age of 21, they can only apply online at americanexpress.com/us/credit-cards.

Thank you for giving us an opportunity to serve you.

Sincerely,

American Express Customer Care

The issuer of this Card is American Express National Bank.

Reorder

Cardmember Agreement: Part 1 of 2

As of: 05/04/2023

Amex EveryDay® Card**Cardmember Name:** Yuri Couto**Credit Limit:** \$20,000 (**Cash Advance Limit:** \$4,000)**Account Ending In:** 21009**Rates and Fees Table****Issuer:** American Express National Bank**Interest Rates**

Annual Percentage Rate (APR) for Purchases	21.74% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	21.74% for any balance transfer requests we may accept. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	29.99% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	29.99% This APR will vary with the market based on the Prime Rate. This APR may be applied to your account if: 1) you make one or more late payments; or 2) your payment is returned by your bank. We may also consider your creditworthiness in determining whether or not to apply the penalty APR to your Account. How Long Will the Penalty APR Apply? If the penalty APR is applied, it will apply for at least 6 months. We will review your Account every 6 months after the penalty APR is applied. The penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.
Paying Interest	Your due date is at least 25 days after the close of each billing period. We will not charge you interest on purchases if you pay each month your entire balance (or, if you have a plan outstanding, your balance adjusted for plans) by the due date. We will begin charging interest on cash advances and balance transfers on the transaction date.
Plan Fee (Fixed Finance Charge)	A monthly fee up to 1.33% of each purchase or amount placed in a plan based on the plan duration, the APR that would otherwise apply to the purchase, and other factors.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees

Annual Membership Fee	None
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 3% of the amount of each transfer, whichever is greater. Either \$10 or 5% of the amount of each cash advance, whichever is greater. 2.7% of each transaction after conversion to US dollars.
Penalty Fees • Late Payment • Returned Payment • Overlimit	Up to \$40 . Up to \$40 . None

How we calculate interest: We use the Average Daily Balance method (including new transactions). See the *How we calculate interest* section in Part 2.**Your Billing Rights:** See Part 2 for information on how to exercise your rights to dispute transactions.

How Rates and Fees Work

Rates				
Calculating APRs and DPRs	The Annual Percentage Rate (APR) for variable rates is determined by adding an amount (<i>margin</i>) to the Prime Rate (see <i>Determining the Prime Rate</i> in Part 2). The Daily Periodic Rate (DPR) is 1/365th of the APR, rounded to one ten-thousandth of a percentage point.			
	Rate Description	Prime + Margin	APR	DPR
	Purchase	Prime + 13.74%	21.74%	0.0596%
	Balance Transfer	Prime + 13.74%	21.74%	0.0596%
	Cash Advance	Prime + 21.99%	29.99%	0.0822%
	Penalty	Prime + 26.74%*	29.99%	0.0822%
*The variable penalty APR will not exceed 29.99%				
Penalty APR for new transactions	<div><div>The penalty APR may apply to new transactions if:<ul style="list-style-type: none">• you do not pay at least the Minimum Payment Due by the Payment Due Date on one or more occasions; or• your payment is returned by your bank.We may also consider your creditworthiness in determining whether or not to apply the penalty APR to your Account.</div><div>If the penalty APR applies to a balance, it will apply to charges added to that balance 15 or more days after we send you notice. We will review your Account every 6 months after the penalty APR is applied. The penalty APR will continue to apply until you have made timely payments with no returned payments during the 6 months being reviewed.</div></div>			
Fees				
We add fees to a purchase balance, unless we tell you otherwise.				
Annual Membership	This fee is on the <i>Rates and Fees Table</i> on page 1 of Part 1.			
Plan Fee	Monthly up to 1.33% of each purchase or amount placed in a plan based on the plan duration, the APR that would otherwise apply to the purchase or amount, and other factors. This fee is a fixed finance charge that will be charged each month that a plan is active. The dollar amount of your plan fee will be disclosed when you set up a plan. For more information, see <i>About the Plan It Feature</i> in Part 2 of your Cardmember Agreement.			
Late Payment	Up to \$40. If we do not receive the Minimum Payment Due by its Payment Due Date, the fee is \$29. If this happens again within the next 6 billing periods, the fee is \$40. However, the late fee will not exceed the Minimum Payment Due. Paying late may also result in a penalty APR. See <i>Penalty APR for new transactions</i> above.			
Returned Payment	Up to \$40. If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$29. If you do this again within the same billing period or the next 6 billing periods, the fee is \$40. However, the returned payment fee will not exceed the applicable Minimum Payment Due. A returned payment may also result in a penalty APR. See <i>Penalty APR for new transactions</i> above.			
Returned Check	\$38 if you use your card to cash a check at one of our approved locations and the check is returned unpaid. We will also charge you the unpaid amount.			
Overlimit	None. See <i>Credit limit and cash advance limit</i> in Part 2.			
Account Re-opening	\$25 if your Account is cancelled, you ask us to re-open it, and we do so.			
Balance Transfer	3% of the transaction, with a minimum of \$5. A different fee may apply if stated in a promotional offer or at the time of a transaction. This fee is a finance charge. We will add it to the same balance as the balance transfer.			
Cash Advance	5% of the cash advance transaction (including fees charged by the ATM operator, if any), with a minimum of \$10. We will add this fee to the Cash Advance balance.			
Foreign Transaction	2.7% of the converted U.S. dollar amount. This fee is a finance charge. See Part 2 for <i>Converting charges made in a foreign currency</i> .			

Part 1, Part 2 and any supplements or amendments make up your Cardmember Agreement.

Cardmember Agreement: Part 2 of 2

How Your American Express Account Works

Introduction

About your Cardmember Agreement	This document together with Part 1 make up the Cardmember Agreement (<i>Agreement</i>) for the Account identified on page 1 of Part 1. Any supplements or amendments are also part of the Agreement.	When you use the Account (or you sign or keep the card), you agree to the terms of the Agreement.
Changing the Agreement	<p>We may change this Agreement, subject to applicable law. We may do this in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.</p> <p>We cannot increase the interest rate on existing balances except in limited circumstances.</p>	Changes to some terms may require 45 days advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Cardmembership.
Words we use in the Agreement	<p>We, us, and our mean the issuer shown on page 1 of Part 1. You and your mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account. You are the Basic Cardmember. You may request a card for an Additional Cardmember (see <i>About Additional Cardmembers</i> in Part 2).</p> <p>Card means any card or other device that we issue to access your Account. A charge is any amount added to your Account, such as purchases, cash advances, balance transfers, fees and interest charges.</p>	<p>A purchase is a charge for goods, services, or person-to-person transactions. A cash advance is a charge to get cash or cash equivalents, including travelers cheques, gift cheques, foreign currency, money orders, digital currency, casino gaming chips, race track wagers, and similar offline and online betting transactions. A balance transfer is a charge to pay an amount you owe on another credit card account. A person-to-person transaction is a charge for funds sent to another person or a charge to add funds to your Amex Send™ Account. A plan is a portion of your account balance that you have selected to pay over time through a set number of monthly payments using Plan It.</p> <p>To pay by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see <i>About your payments</i> in Part 2).</p>
About using your card		
Using the card	<p>You may use the card to make purchases. At our discretion, we may permit you to create plans, make cash advances or balance transfers. You cannot transfer balances from any other account issued by us or our affiliates.</p> <p>You may arrange for certain merchants and third parties to store your card number and expiration date, so that, for example: the merchant may charge your account at regular intervals; or you may make charges using that stored card information.</p>	<p>We may (but are not required to) tell these merchants and third parties if your expiration date or card number changes or if your account status is updated, including if your account is cancelled. If you do not want us to share your updated account information, please contact us using the number on the back of your card.</p> <p>Keep your card safe and don't let anyone else use it. If your card is lost or stolen or your Account is being used without your permission, contact us right away. You may not use your Account for illegal activities.</p>
Promise to pay	<p>You promise to pay all charges, including:</p> <ul style="list-style-type: none"> • charges you make, even if you do not present your card or sign for the transaction, • charges that other people make if you let them use your Account, and • charges that Additional Cardmembers make or permit others to make. 	
Credit limit and cash advance limit	<p>We assign a <i>Credit Limit</i> to your Account. We may make part of your Credit Limit available for cash advances (<i>Cash Advance Limit</i>). There may also be a limit on the amount you can withdraw from ATMs in a given period. The Credit Limit and Cash Advance Limit are shown on page 1 of Part 1 and on each billing statement.</p> <p>We may increase or reduce your Credit Limit and Cash Advance Limit. We may do so even if you pay on time and your Account is not in default.</p> <p>You agree to manage your Account so that:</p>	<ul style="list-style-type: none"> • your Account balance (including fees and interest) is not more than your Credit Limit, and • your cash advance balance (including fees and interest) is not more than your Cash Advance Limit. <p>We may approve charges that cause your Account balance to go over your Credit Limit. If we do this, we will not charge an overlimit fee. If we ask you to promptly pay the amount of your Account balance above your Credit Limit, you agree to do so.</p>

Limits on person-to-person transactions	<p>Your person-to-person transactions may not exceed the \$2,000 person-to-person transactions limit within any 30-day period.</p> <p>You agree to manage your Account so that the total of your person-to-person transactions in any 30-day period</p>	<p>do not exceed the limit on person-to-person transactions.</p> <p>We may not approve a person-to-person transaction if it would cause your Account to exceed the person-to-person transaction limit or your Credit Limit.</p>
Declined transactions	<p>We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if the charge would not cause you to go over your Credit Limit</p>	<p>and your Account is not in default. We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.</p>
About the Plan It feature	<p>We may offer you Plan It, which allows you to create a payment plan for qualifying purchases or a qualifying amount, subject to a plan fee. This fee is a fixed finance charge that will be charged each month that a plan is active.</p> <p>You may use this feature by selecting qualifying purchases or a qualifying amount and a plan duration. You will be able to view the monthly plan payments, including the plan fee, for your selection. Each plan fee will be disclosed before you create the applicable plan and will be based on the plan duration, the APR that would otherwise apply to the purchases or amount, and other factors. When you set up a plan, the purchases or amount will be added to a plan balance and will be subject to a plan fee instead of the APR for purchases.</p> <p>A <i>qualifying purchase</i> for Plan It is a purchase of at least a specified dollar amount. A <i>qualifying amount</i> for Plan It is a specified portion of your balance. Qualifying purchases or a qualifying amount do not include purchases of cash or cash equivalents, balance transfers (if offered), purchases subject to Foreign Transaction Fees, or any fee owed to us, such as Annual Membership fees.</p>	<p>Your ability to create plans will be based on a variety of factors such as your creditworthiness and your Credit Limit. You will not be able to create plans if your Account is cancelled. You will also not be able to create plans if one or more of your American Express accounts is enrolled in a payment program, or has a payment that is returned unpaid, or is past due. We will tell you the number of active plans you may have and we may change this number at any time. The plan durations offered to you, and your ability to include multiple qualifying purchases or a qualifying amount in a single plan, will be at our discretion and will be based on a variety of factors such as your creditworthiness, the purchase amount(s), and your Account history. You agree to manage your Account so that the total of your plan balances (including plan fees) is not more than your Credit Limit.</p> <p>Plans cannot be cancelled after they have been created but you can choose to pay them early by paying the New Balance shown on your most recent billing statement in full. If you pay a plan off early, you will not incur any future plan fees on that plan.</p>
About your payments		
When you must pay	<p>You must pay at least the Minimum Payment Due by the Payment Due Date. The Minimum Payment Due and Payment Due Date are shown on each billing statement.</p> <p>Each statement also states the time and manner by which you must make your payment for it to be credited as of the same day it is received. For your payment to be considered on time, we must receive at least the Minimum</p>	<p>Payment Due in such time and manner by the Payment Due Date shown on your billing statement.</p> <p>Each statement also shows a Closing Date. The Closing Date is the last day of the billing period covered by the statement. Each Closing Date is about 30 days after the previous statement's Closing Date.</p>
How to make payments	<p>Make payments to us in U.S. dollars with:</p> <ul style="list-style-type: none"> • a single check drawn on a U.S. bank, or • a single negotiable instrument clearable through the U.S. banking system, for example a money order, or • an electronic payment that can be cleared through the U.S. banking system. <p>When making a payment by mail:</p> <ul style="list-style-type: none"> • make a separate payment for each account, • mail your payment to the address shown on the payment coupon on your billing statement, and • write your Account number on your check or negotiable instrument and include the payment coupon. <p>If your payment meets the above requirements, we will credit it to your Account as of the day we receive it, as long as we receive it by the time disclosed in your billing statement.</p>	<p>If we receive it after that time, we will credit the payment on the day after we receive it.</p> <p>If your payment does not meet the above requirements, there may be a delay in crediting your Account. This may result in late fees and additional interest charges (see <i>How Rates and Fees Work</i> on page 2 of Part 1).</p> <p>We will not accept a payment made in a foreign currency or a payment drawn on an account at a bank located outside of the U.S.</p> <p>If we process a late payment, a partial payment, or a payment marked with any restrictive language, that will have no effect on our rights and will not change this Agreement.</p>
How we apply payments and credits	<p>Your Account may have balances with different interest rates. For example, purchases may have a lower interest rate than cash advances. Your Account may also have Plan balances which are assessed plan fees. If your Account has balances with different interest rates, Plan balances, or plan fees, here is how we generally apply payments in a billing period:</p> <p>We apply your payments, up to the Minimum Payment Due, first to any plan amounts included in your Minimum Payment Due, then to the balance subject to the lowest interest rate, and then to balances subject to higher interest rates.</p> <p>After the Minimum Payment Due has been paid, we apply your payments to the balance subject to the highest interest rate, then to balances subject to lower interest rates, and then to any Plan balances.</p>	<p>In most cases, we apply a credit to the same balance as the related charge. For example, we apply a credit for a purchase to the purchase balance. We may apply payments and credits within balances, and among balances with the same interest rate, in any order we choose. If there is a negative balance in any balance on the account at the end of a billing period, that excess credit will be redistributed to other balances in accordance with how we apply payments described above. This means that in certain circumstances, Plan balances may get paid before they otherwise would. If you receive a credit for a purchase placed into a plan, you must call us at the number on the back of your card to have the credit applied to the Plan balance."</p>

About your Minimum Payment Due

How we calculate your Minimum Payment Due

To calculate the Minimum Payment Due for each billing statement, we start with the *highest* of:

- (1) Interest charged on the billing statement plus 1% of the New Balance (excluding any interest, penalty fees, overlimit amount, and plan balances); or
- (2) 2% of the New Balance (excluding any penalty fees, overlimit amount, and plan balances); or
- (3) \$40.

Then we add any penalty fees shown on the billing statement, up to 1/24th of any overlimit amount, any plan payment due, and any amount past due.

Your Minimum Payment Due will not exceed your New Balance. You may pay more than the Minimum Payment Due, up to your New Balance, at any time.

EXAMPLE: Assume that your New Balance is \$2,900, interest is \$29.57, and you have no active plans, overlimit amount, penalty fees, or amounts past due.

(1) $\$29.57 + 1\%$ multiplied by $(\$2,900 - \$29.57) = \$58.27$

(2) $\$58$ (2% of \$2,900)

(3) \$40

The highest of (1), (2) or (3) is \$58.27

If your account has any active plans, overlimit amount, penalty fees, or amounts past due, your Minimum Payment Due will be higher.

About interest charges

When we charge interest

- You are not charged interest on purchases when you are in an Interest Free Period.
- Your account enters an Interest Free Period when you pay your New Balance as shown on your statement by the Payment Due Date or your account had no previous balance.
- When your account is not in an Interest Free Period, we charge interest on purchases from the date of the transaction.
- After you enter an Interest Free Period again, interest may appear on your next billing statement. This reflects interest charged from the beginning of that billing cycle through the date the payment was received.
- If you have an active plan created through Plan It, you can enter an Interest Free Period by paying at least the Balance Adjusted for Plans (or Adjusted Balance) by the Payment Due Date.
- Balance Transfers and Cash Advances will be charged interest from the date of the transaction and do not have an Interest Free Period.

For more details about how we calculate your interest charges, see the *How we calculate interest* section of this agreement.

How we calculate interest

We calculate interest for a billing period by first figuring the interest on each balance. Different categories of transactions--such as purchases and cash advances--may have different interest rates. Balances within each category may also have different interest rates.

We use the **Average Daily Balance method (including new transactions)** to figure interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.

Interest

The interest charged for a balance in a billing period, except for variations caused by rounding, equals:

- Average Daily Balance (ADB) multiplied by
- Daily Periodic Rate (DPR) multiplied by
- number of days the DPR was in effect.

ADB

To get the ADB for a balance, we add up its *daily balances*. Then we divide the result by the number of days the DPR for that balance was in effect. If the daily balance is negative, we treat it as zero.

DPR

A DPR is 1/365th of an APR, rounded to one tenthousandth of a percentage point. Your DPRs are shown in *How Rates and Fees Work* on page 2 of Part 1.

EXAMPLE: Calculating Interest

Assume that you have a single interest rate of 15.99%, your ADB is \$2,250 and there are 30 days in the billing period.

The DPR is 15.99% divided by 365 days = 0.0438%

The Interest is \$2,250 multiplied by 0.0438% multiplied by 30 days = \$29.57

Daily Balance

For each day a DPR is in effect, we figure the daily balance by:

- taking the *beginning balance* for the day,
- adding any new charges,
- subtracting any payments or credits; and
- making any appropriate adjustments.

We add a new charge to a daily balance as of its transaction date.

Beginning balance

For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance *plus an amount of interest equal to the previous day's daily balance multiplied by the DPR for that balance. This method of figuring the beginning balance results in daily compounding of interest.*

When an interest rate changes, the new DPR may come into effect during--not just at the beginning of--the billing period. When this happens, we will create a new balance and apply the new DPR to it. To get the beginning balance on the first day for this new balance, we multiply the previous day's daily balance by the old DPR and add the result to that day's daily balance.

Other methods

To figure the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.

Determining the Prime Rate

We use the Prime Rate from the rates section of *The Wall Street Journal*. The Prime Rate for each billing period is the Prime Rate published in *The Wall Street Journal* on the Closing Date of the billing period.

The Wall Street Journal may not publish the Prime Rate on that day. If it does not, we will use the Prime Rate from the previous day it was published. If *The Wall Street Journal* is no longer published, we may use the Prime Rate from any other newspaper of general circulation in New York, New York. Or we may choose to use a similar published rate.

If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.

Other important information**Military Lending Act**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee (other than certain participation fees for a credit card account).

To listen to this statement, as well as a description of your payment obligation for this Account, call us at **855-531-0379**.

If you are a covered borrower, the Claims Resolution section of this Agreement will not apply to you in connection with this Account. Instead, the *Claims Resolution for Covered Borrowers* section will apply.

About Additional Cardmembers

At your request, we may issue cards to Additional Cardmembers. They do not have accounts with us but they can use your Account subject to the terms of this Agreement. We may report an Additional Cardmember's use of your Account to credit reporting agencies.

You are responsible for all use of your Account by Additional Cardmembers and anyone they allow to use your Account. You must pay for all charges they make.

You authorize us to give Additional Cardmembers information about your Account and to discuss it with them.

If you want to cancel an Additional Cardmember's right to use your Account (and cancel their card) you must tell us.

If an Annual Membership fee applies for an Additional Card, please refer to the refund policy disclosed in the *Closing your Account* sub-section of your Cardmember Agreement. If a single Annual Membership fee applies for a group of Additional Cards on your Account, this policy will apply when you cancel the Additional Card on which the fee was assessed. If an Annual Membership fee applies to Additional Cards on your Account, it is shown on page 2 of Part 1 of the Cardmember Agreement.

Converting charges made in a foreign currency

If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.

Changing your billing address

You must notify us immediately if you change the:

- mailing address to which we send billing statements; or
- e-mail address to which we send notice that your billing statement is available online.

If you have more than one account, you need to notify us separately for each account.

We may update your billing address if we receive information that it has changed or is incorrect.

Closing your Account

You may close your Account by calling us or writing to us.

If an Annual Membership fee applies, we will refund this fee if you notify us that you are voluntarily closing your Account within 30 days of the Closing Date of the billing statement on which that fee appears. For cancellations after this 30 day period, the Annual Membership fee is non-refundable. If an Annual Membership fee applies to your Account, it is shown on page 1 and page 2 of Part 1 of the Cardmember Agreement.

If your billing address is in the Commonwealth of Massachusetts at the time you close your account, this policy will not apply to you.

Cancelling or suspending your Account

We may:

- cancel your Account,
- suspend the ability to make charges,
- cancel or suspend any feature on your Account, and
- notify merchants that your Account has been cancelled or suspended.

If we do any of these, you must still pay us for all charges under the terms of this Agreement.

We may do any of these things at our discretion, even if you pay on time and your Account is not in default.

If your Account is cancelled, you must destroy your cards.

We may agree to reinstate your Account after a cancellation. If we do this, we may:

- reinstate any additional cards issued on your Account,
- charge you any applicable annual fees, and
- charge you a fee for reinstating the Account.

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About default	<p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none">• you violate a provision of this Agreement,• you give us false information,• you file for bankruptcy,• you default under another agreement you have with us or an affiliate,• you become incapacitated or die, or• we believe you are unable or unwilling to pay your debts when due.		<p>If we consider your Account in default, we may, to the extent permitted by federal and applicable state law:</p> <ul style="list-style-type: none">• suspend your ability to make charges,• cancel or suspend any feature on your Account,• require you to pay more than your Minimum Payment Due immediately, and• require you to pay your Account balance immediately.
Collection costs	You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.		
Credit reports	<p>You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.</p> <p>You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any term of this Agreement. This may have a negative impact on your credit report.</p> <p>If you believe information we have given to a credit reporting agency is incorrect, write to us at: American Express Credit Bureau Unit, P.O. Box 981537, El Paso, TX 79998-1537. When you write to us, tell us the specific information you believe is incorrect.</p>		
Sending you notices	We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail.		
We may contact you	<p>Servicing and Collections</p> <p>If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.</p> <p>Call monitoring</p> <p>We may monitor and record any calls between you and us.</p>		
About insurance products	<p>We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation when AMEX Assurance Company or another affiliate is the insurer or reinsurer. Compensation may influence what products and providers we or our affiliates tell you about.</p> <p>We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.</p>		
How we handle electronic debits from your checking account	<p>When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account.</p> <p>We may process the check electronically by transmitting to your financial institution:</p> <ul style="list-style-type: none">• the amount,• the routing number,• the account number, and• the check serial number.	<p>If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement.</p> <p>If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account for the amount of the check.</p>	
Privacy Act of 1974 notice	Some federal agencies may accept the card under authority of statute. When you make charges at these agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing and collections. It may also be aggregated for reporting, analysis and marketing use. Other routine uses by agencies may be published in the Federal Register.		
Convenience checks	<p>Convenience checks (including balance transfer checks) are checks that we may send you to access your Account. The following terms will apply to use of those checks unless otherwise disclosed with the check.</p> <p>If you use a convenience check, we may decline it. If we decline it, you may have to pay returned check fees or other penalties to whomever you wrote the check.</p> <p>If you use a convenience check and we honor it, we will charge interest beginning as of the date we receive the check. You cannot avoid paying interest on convenience check transactions.</p> <p>We will charge a fee for each convenience check transaction. This fee is 3% of the transaction, with a minimum of \$5. This fee is a finance charge. We will</p>	<p>add the fee to the same balance that we add the convenience check transaction to.</p> <p>We will charge \$29 each time you ask us to stop payment on a convenience check.</p> <p>A convenience check is not a card. You may not use convenience checks to pay this or any other account with us or our affiliates. If you use a convenience check, we will apply the:</p> <ul style="list-style-type: none">• cash advance APR if you make it payable to cash, to you, or to a bank, brokerage or similar asset account, or to a mortgage or insurance provider.• purchase APR if you make it payable to a merchant.• balance transfer APR if you use it to transfer a balance from another creditor.• penalty APR if it applies to your Account.	
Changing benefits	We have the right to add, modify or delete any benefit, service, or feature of your Account at our discretion.		
Assigning the Agreement	We may sell, transfer or assign this Agreement and your Account. We may do so at any time without notifying you. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.		
Assigning claims	<p>If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You agree that you will not pursue any claim against the merchant for the credited amount. And you must cooperate with us if we decide to do so.</p>		

We do not waive our rights

We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

Governing law

Utah law and federal law govern this Agreement and your Account. They govern without regard to internal principles of conflicts of law. We are located in Utah. We hold your Account in Utah. We entered into this Agreement with you in Utah.

In addition, if your billing address is in the State of Maryland, to the extent, if any, that Maryland law applies to your account, we elect to offer your card account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

Notice to Oregon Residents

Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

Notice for residents of Washington State

In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

Claims Resolution

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through mediation, arbitration or litigation. It includes an arbitration provision. **You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase. See *Your Right to Reject Arbitration* below.**

For this section, **you** and **us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements, or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a written notice (a **claim notice**) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally or through mediation. Go to americanexpress.com/claim for a sample claim notice. The claim notice must describe the claim and state the specific relief demanded. Notice to you may be provided by your billing statement or sent to your billing address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005. If the claim proceeds to arbitration, the amount of any relief demanded in a claim notice will not be disclosed to the arbitrator until after the arbitrator rules.

Mediation

In mediation, a neutral mediator helps parties resolve a claim. The mediator does not decide the claim but helps parties reach agreement.

Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery.

All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect arbitration.

Arbitration

You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator.

If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

Before beginning arbitration, you or we must first send a claim notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when

the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (**FAA**).

We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration

If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the *Limitations on Arbitration*, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law.

If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents,

through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration

fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Your Right to Reject Arbitration

You may reject this Arbitration provision by sending a written **rejection notice** to us at: American Express, P.O. Box 981556, El Paso, TX 79998. Go to americanexpress.com/reject for a sample rejection notice. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this

Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open American Express accounts you have will not apply to you, except for Corporate Card accounts and any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to use your card or any other benefit, product or service you may have with your Account.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.



Claims Resolution for Covered Borrowers

Most customer concerns can be resolved by calling our Customer Service Department at the number listed on the back of your Card. In the event Customer Service is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through litigation, non-binding mediation or, at your election, arbitration. You are not required to resolve any claims by mediation and arbitration. For this section, **you and us** includes any corporate parents, subsidiaries, affiliates or related persons or entities. **Claim** means any current or future claim, dispute or controversy relating to your Card account, this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the Arbitration provision. **Claim** includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any of the agreements or any balances on any such account, (b) advertisements, promotions or statements related to any accounts, goods or services financed under any accounts or terms of financing, (c) benefits and services related to Card membership (including fee-based or free benefit programs, enrollment services and rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

Sending a Claim Notice

Before beginning a lawsuit, arbitration or non-binding mediation, you may send a written notice (a **claim notice**) to us. Go to americanexpress.com/claim for a sample claim notice. The claim notice should describe the claim and state the specific relief demanded. We may also request that we resolve a claim by mediation or arbitration, but you are not required to accept

our request. We may include our request with your billing statement or mail it to your home address. Notice to us must include your name, address and Account number and be sent to American Express ADR c/o CT Corporation System, 28 Liberty Street, New York, New York 10005. If the claim proceeds to litigation, mediation or arbitration, the amount of any relief demanded in a claim notice will not be disclosed. **You are not required to resolve your claim through mediation or arbitration. You may decline our request to resolve a claim through mediation or arbitration. You may elect to resolve your claim through litigation.**

Mediation

If you elect to resolve your claim through mediation, a neutral mediator will help resolve the claim. The mediator does not decide the claim but helps parties reach agreement. Before beginning mediation, you or we must first send a claim notice. Within 30 days after sending or receiving a claim notice, you or we may submit the claim to JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association ("AAA") (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled from the date you or we send the claim notice until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a claim to mediation will not affect your or our right to elect litigation or arbitration. **The outcome of mediation proceedings is non-binding. You may proceed to litigation or arbitration regardless of the outcome of mediation.**

Arbitration

You may elect, but are not required, to resolve

any claim by individual arbitration. We may also request to resolve any claim by individual arbitration, but you are not required to accept our request. Claims are decided by a neutral arbitrator.

If you elect or agree to resolve a claim through arbitration, your or our right to litigate that claim in court or have a jury trial on that claim may be limited. Further, you and we may not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

Initiating Arbitration

If you and we agree to proceed to arbitration, claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement.

If we choose the organization, you may select the other within 30 days after receiving notice of our selection.

Contact JAMS or AAA to begin an arbitration

or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (**FAA**). We will not request arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered.

Limitations on Arbitration

If the parties agree to resolve a claim by arbitration, that claim will be arbitrated on an individual basis pursuant to that agreement, and the agreement would not allow claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Cardmembers, or other persons similarly situated.

Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these *Limitations on Arbitration* provisions is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures

This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to

evidence or discovery. Subject to the *Limitations on Arbitration* provisions, the arbitrator may otherwise award any relief available in court. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, subject to each party's right to appeal as stated in this section and/or to challenge or appeal an arbitration award pursuant to the FAA. To initiate an appeal, a party must notify the arbitration organization and all parties in writing within 35 days after the arbitrator's award is issued. The arbitration organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision objected to. The appeal will otherwise proceed pursuant to the arbitration organization's appellate rules. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

Arbitration Fees and Costs

You will be responsible for paying your share of any **arbitration fees** (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Additional Arbitration Awards

If the arbitrator rules in your favor for an amount greater than any final offer we made before the final hearing in arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

Continuation

This section will survive termination of your Account, voluntary payment of your Account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Claims Resolution section, except as otherwise provided in the *Limitations on Arbitration* subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

American Express
PO Box 981535
El Paso TX 79998-1535

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **10 days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

American Express
PO Box 981535
El Paso TX 79998-1535

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Your Agreement for Transferring Funds Electronically

This *EFT Agreement* is between American Express Travel Related Services Company, Inc. and you, once you enroll in an Electronic Funds Transfer Service of ours (*service*) such as AutoPay, Pay By Computer, or Pay By Phone. This replaces any previous agreement you may have with us for the services.

Words we use in this agreement

In this EFT Agreement, *you* and *your* mean, in addition to the Basic Cardmember, any Additional Cardmembers who have enrolled in the service. *We*, *our*, and *us* mean American Express Travel Related Services Company, Inc. Your *card account* means the American Express card account. Your *bank* is the bank, securities firm, or other financial institution that holds your bank account. Your *bank account* is the bank account you use to pay for any transactions you make through the service. *Withdraw or withdrawal* means an electronic debit or deduction of funds from your bank account. Our *business days* are Monday through Friday, excluding holidays.

AutoPay, Pay By Computer, Pay By Phone

With these services, you can initiate electronic payments to your card account. When you do so, you allow us or our agent to draw a check on or initiate an automated clearing house (ACH) withdrawal from your bank account in the amount you authorize.

If your bank returns a check or ACH withdrawal unpaid the first time we submit it for payment, we may cancel your right to use the service. Your bank may charge you a fee if this happens.

How to contact us about the services

You can call us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

How to stop AutoPay payments

If you have told us to make AutoPay payments from your bank account, you can stop any of these payments by calling us at 1-800-227-4669 or writing to American Express, Electronic Funds Services, P.O. Box 981540, El Paso, TX 79998-1540 in time for us to receive your request at least 2 business days before the payment is scheduled to be made. We will tell you, at least 10 days before each payment, when it will be made and how much it will be. If we receive your request to stop one of these payments at least 2 business days before the payment is scheduled to be made and we do not stop it, we will be liable for your losses or damages.

Unauthorized transactions

Tell us AT ONCE if you believe that a transaction has been made without your permission using your card or information about your card account. Calling is the best way of keeping your possible losses down. You could lose all the money in your bank account (plus your maximum overdraft line of credit, if applicable).

Call anytime at 1-800-528-4800 (or 1-336-393-1111 collect, if not in the U.S.). You may also write to us at American Express, Electronic Funds Services, P.O. Box 981532, El Paso, TX 79998-1532.

Improper transactions or payments

If we do not complete a transfer to or from your bank account on time or in the correct amount, according to this EFT Agreement, we will be liable for your losses or damages.

There are some exceptions. We are not liable:

- if, through no fault of ours, you do not have enough money in your bank account;
- if the transfer would go over the credit limit on any overdraft line you may have;
- if the funds in your bank account were subject to legal process or other encumbrance that restricted the transaction;
- if circumstances beyond our control (such as fire or flood) prevented the transaction, despite our reasonable precautions; or
- if the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

Privacy

We will disclose information to third parties about your transactions:

- when necessary for completing transactions;
- to comply with government agency or court orders; or
- as stated in our Privacy Notice, which covers your use of the services.

Arbitration

The *Claims Resolution* section or, as applicable, the *Claims Resolution for Covered Borrowers* section, in Part 2 of the Cardmember Agreement, applies to this EFT Agreement and the services.

In case of errors or questions

If you think your statement or receipt is wrong, or if you need more information about a transaction on your statement or receipt, call or write us as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. If you do not contact us because of certain circumstances (such as you are in the hospital), we may extend the 60-day period for a reasonable time. When you contact us:

- tell us your name and account number.
- describe the error or the transaction you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information.
- tell us the amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days after you called us. Within 10 business days after we hear from you we will determine whether an error has occurred. We will correct any error promptly. However, if we need more time, we may take up to 45 calendar days to investigate. If we do take more time, we will credit your bank account within 10 business days for the amount you think is in error so that you will have use of the funds during the time it takes to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your bank account for the amount you question.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of

the documents that we used in our investigation. If we have credited your bank account and find no error, we will tell you when we will withdraw that amount from your bank account again. You authorize us to withdraw this amount from your bank account. If your bank account does not have enough funds to cover this withdrawal, we can charge the amount to your card account or collect the amount from you. If this happens, we may cancel your right to use a service.

We may end the services

We may extend or limit the services at any location without telling you ahead of time. Also, we may stop a service at any time.

We may cancel your participation in a service at any time. If we do, we will write to you, but we may not send you the notice until after we cancel. Also, we may refuse to authorize a transaction at our discretion.

We will end or suspend use of a service if:

- you do not use it for 18 months in a row,
- your card account is in default,
- your card account is cancelled or suspended,
- you cancel the authorization you gave your bank to pay for any transactions you make through the service, or
- your bank account is closed to withdrawals by us or our agents.

You may choose to stop using any service.

If you do, you must write to us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso, TX 79998-1531.

Assignment

We may assign this EFT Agreement to a subsidiary or affiliate at any time.

Note for Massachusetts residents

General disclosure statement: Any documentation given to you which shows that an electronic funds transfer was made will be admissible as evidence of that transfer and will constitute prima facie proof that the transfer was made.

Except as explained in this EFT Agreement, if you initiate an electronic funds transfer from your bank account, you cannot stop payment of the transfer.

Unless otherwise provided in this EFT Agreement, you may not stop payment of electronic funds transfers. Therefore, do not use electronic transfers for purchases or service unless you are satisfied that you will not need to stop payment.

Disclosure of bank account information to third parties:

If you give us your written authorization to disclose information about you, your bank account, or the transactions that you make to any person, that authorization will automatically expire 45 days after we receive it.

Optional limit on obtaining cash: You can ask us to limit the total amount of cash that you may get from ATMs in a single day to \$50. If you choose this option, we will take all reasonable steps to comply with your request.

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FACTS**WHAT DOES AMERICAN EXPRESS DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • transaction history and account history • insurance claim history and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons American Express chooses to share; and whether you can limit this sharing.

Reasons we can share personal information	Does American Express share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No (but please see the "To limit direct marketing" box below for information about additional privacy choices)
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No (although we may share aggregated or de-identified data)	We don't share personal information

To limit our sharing	<ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 - our menu will prompt you through your choice(s) <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your personal information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your personal information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
To limit direct marketing	<p>We provide additional privacy choices to customers. Privacy elections you make for any one product or service may not automatically be applied to other products and services. To let us know if you do not want us to use your personal information to communicate with you about offers by mail, telephone, and/or e-mail:</p> <ul style="list-style-type: none"> • Visit us online: www.americanexpress.com/communications or • Call 1-855-297-7748 (except for choices about e-mail communications)
Questions?	Call 1-800-528-4800 or go to www.americanexpress.com/contact .

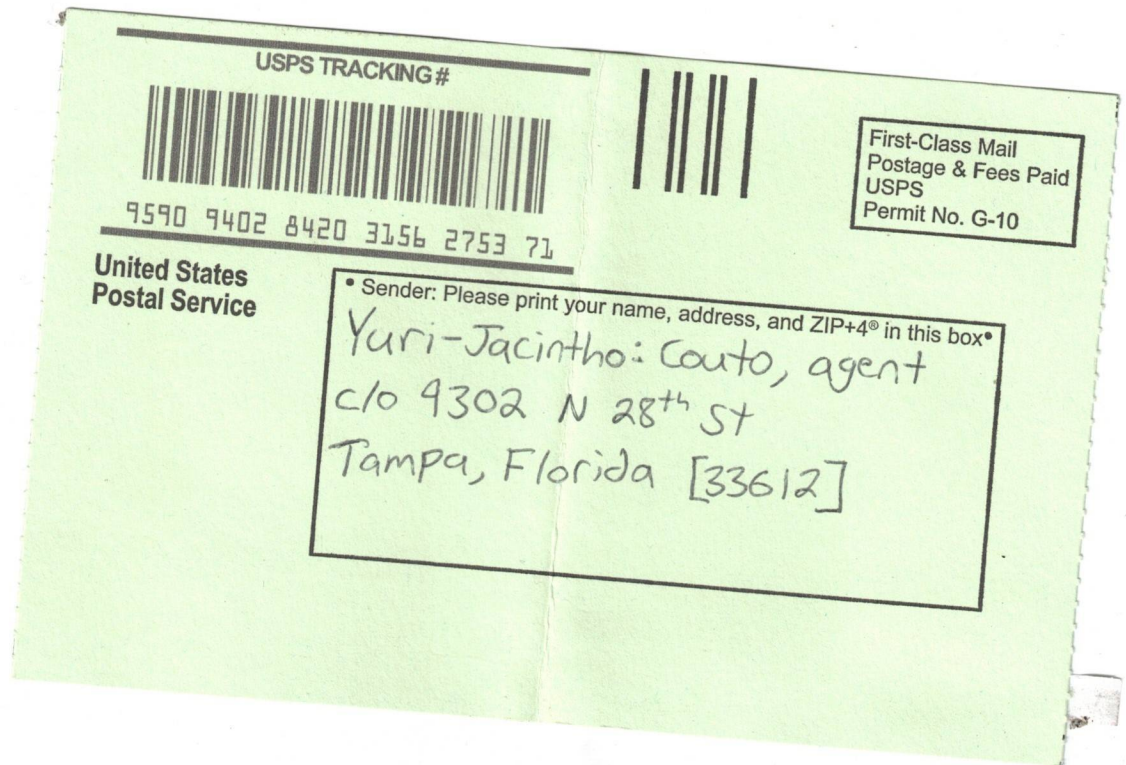
Who we are	
Who is providing this Notice	American Express Travel Related Services Company, Inc. and other American Express Affiliates that provide financial products or services, including American Express National Bank and AMEX Assurance Company.
What we do	
How does American Express protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does American Express collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or pay your bills • give us your income information or give us your contact information • use your credit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing of personal information?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes - information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with the American Express name, including financial companies such as American Express Travel Related Services Company, Inc. and nonfinancial companies. Affiliates may also include other companies related by common ownership or control, such as AMEX Assurance Company, a provider of American Express Card-related insurance services.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Nonaffiliates with which we share personal information include service providers, including, for example, direct marketers, that perform services or functions on our behalf.</i>
Joint marketing	<p>A formal agreement between nonaffiliated companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include financial companies.</i>

Other important information
<p>We may transfer personal information to other countries, for example, for customer service or to process transactions.</p> <p>AMEX Assurance Company customers. You may have the right to access and correct recorded personal information. Personal information may be disclosed by us to detect fraud or misrepresentation, to verify insurance coverage, to an insurance regulatory authority, law enforcement or other governmental authority pursuant to law, or to a group policyholder for purposes of reporting claims experience or conducting an audit. Personal information related to insurance claim activity obtained from a report prepared by an insurance-support organization on our behalf may be retained by such organization and disclosed as required by law. State law may be more protective than federal law.</p> <p>California: If your American Express account has a California billing address, we will not share your personal information except to the extent permitted under California law.</p> <p>Vermont: If your American Express account has a Vermont billing address, we will automatically treat your account as if you have directed us not to share information about your creditworthiness with our Affiliates.</p>

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X  <div style="float: right;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div>	
1. Article Addressed to: AMERICAN EXPRESS Attn: Remittance Dept. PO Box 6031 Carol Stream, IL 60197-6031		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label) 9589 0710 5270 0715 9896 73		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)		<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053 3131



**Payment Coupon**

Do not staple or use paper clips

**Pay by Computer**

americanexpress.com/pbc

**Pay by Phone**

1-800-472-9297

Account Ending 9-21009Enter 15 digit account # on all payments.
Make check payable to American Express.

AB 01 036612 34028 H 150 A

YURI J COUTO
9302 N 28TH ST
TAMPA FL 33612-8711

Payment Due Date

06/23/23

New Balance

\$20,326.69

Minimum Payment Due

\$879.79Payable to bearer on demand.
UCC 3-104, 3-603(b)See reverse side for instructions
on how to update your address,
phone number, or email.AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031\$ 20326.69
Amount Enclosed

0000349992580813224 002032669000087979 25 H

Change of Address, phone number, email

- Online at www.americanexpress.com/updatecontactinfo
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

The Luths, beneficiary
without Prejudice
yuri-jacinto:couto, beneficiary

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.

NON-NEGOTIABLE

Notice to Agent is Notice to Principal – Notice to Principal is Notice to Agent

Yuri-Jacintho: Couto Authorized Representative for
YURI J COUTO and all derivatives thereof
Without Prejudice
NON-DOMESTIC, Without the United States
c/o RFD 9302 N 28th St
Tampa, Florida Republic
Hillsborough County

19 June 2023

AMERICAN EXPRESS
c/o Stephen J Squeri
PO Box 6031
Carol Stream, IL 60197-6031

Reference Account Number: [REDACTED] 21009

Section A – Definitions:

Bond: “A certificate or evidence of a debt. A contract. A debt on which interest is paid.” (Black’s Law Dictionary 4th Edition)

Coupon: “Interest and dividend certificates; Coupons are written contracts for the payment of a definite sum of money on a given day, and being drawn and executed in a form and mode for the purpose, that they may be separated from the bonds and other instruments to which they are usually attached, it is held that they are negotiable and that a suit may be maintained on them without the necessity of producing the bonds.” (Black’s Law Dictionary 4th Edition)

Courtesy Payment: means a payment that does not imply, admit, construe, or substantiate the validity of an alleged debt.

Indorsement: “means a signature that alone or accompanied by other words is made on a security certificate in registered form or on a separate document for the purpose of assigning, transferring, or redeeming the security or granting a power to assign, transfer, or redeem it.” (UCC 8-102 (11))

Reference Credit Card Number: [REDACTED] 21009

Document Number: YJC921009-101COUP

Negotiable Instrument: "Except as provided in subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order." (UCC 3-104)

Security: "except as otherwise provided in Section 8-103, means an obligation of an issuer or a share, participation, or other interest in an issuer or in property or an enterprise of an issuer:

(i) which is represented by a security certificate in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer;" (UCC 8-102 (15))

"'Security' includes any note, stock, treasury stock, bond, debenture, evidence of indebtedness, certificate of interest or In general, any interest or instrument commonly known as a security, or any certificate of interest or participation, any temporary or interim certificate, receipt or certificate of deposit..." (Black's Law Dictionary 6th Edition)

Statement: "In a general sense, an allegation; a declaration of matters of fact. Report sent monthly or periodically by a bank to its customer or by a creditor to a debtor, setting forth amounts credited and balance due." (Black's Law Dictionary, 5th edition)

Tender of Payment: "If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates." (UCC 3-603 (b))

UCC 4-103 VARIATION BY AGREEMENT; MEASURE OF DAMAGES; ACTION CONSTITUTING ORDINARY CARE.

"(e) The measure of damages for failure to exercise ordinary care in handling an item is the amount of the item reduced by an amount that could not have been realized by the exercise of ordinary care. If there is also bad faith it includes any other damages the party suffered as a proximate consequence."

UCC 4-302 PAYOR BANK'S RESPONSIBILITY FOR LATE RETURN OF ITEM:

"(a) If an item is presented to and received by a payor bank, the bank is accountable for the amount of:

(1) a demand item, other than a documentary draft, whether properly payable or not, if the bank, in any case in which it is not also the depository bank, retains the item beyond midnight of the banking day of receipt without settling for it or, whether or not it is also the depository bank, does not pay or return the item or send notice of dishonor until after its midnight deadline; or

Reference Credit Card Number: [REDACTED] 21009

Document Number: YJC921009-101COUP